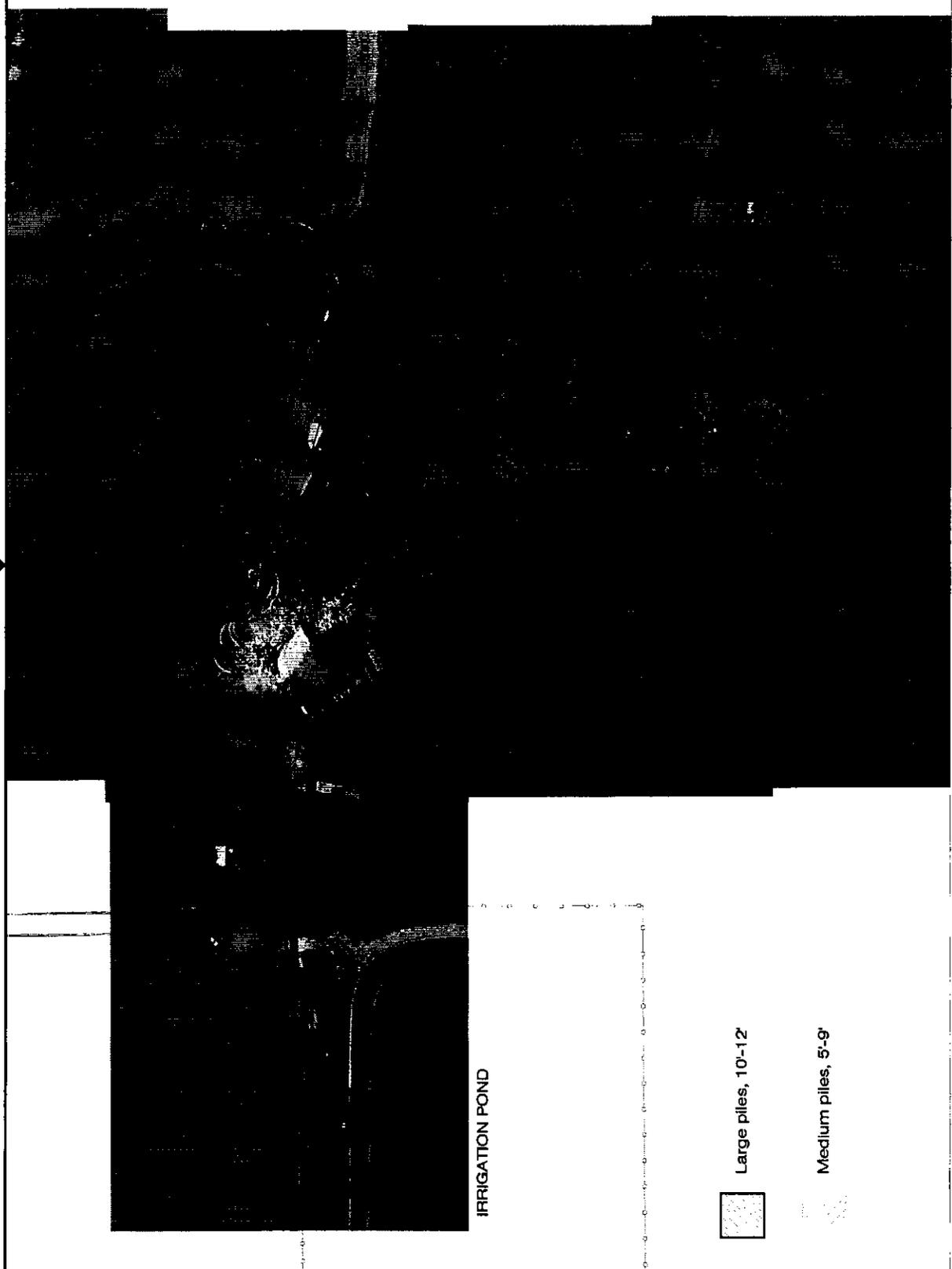


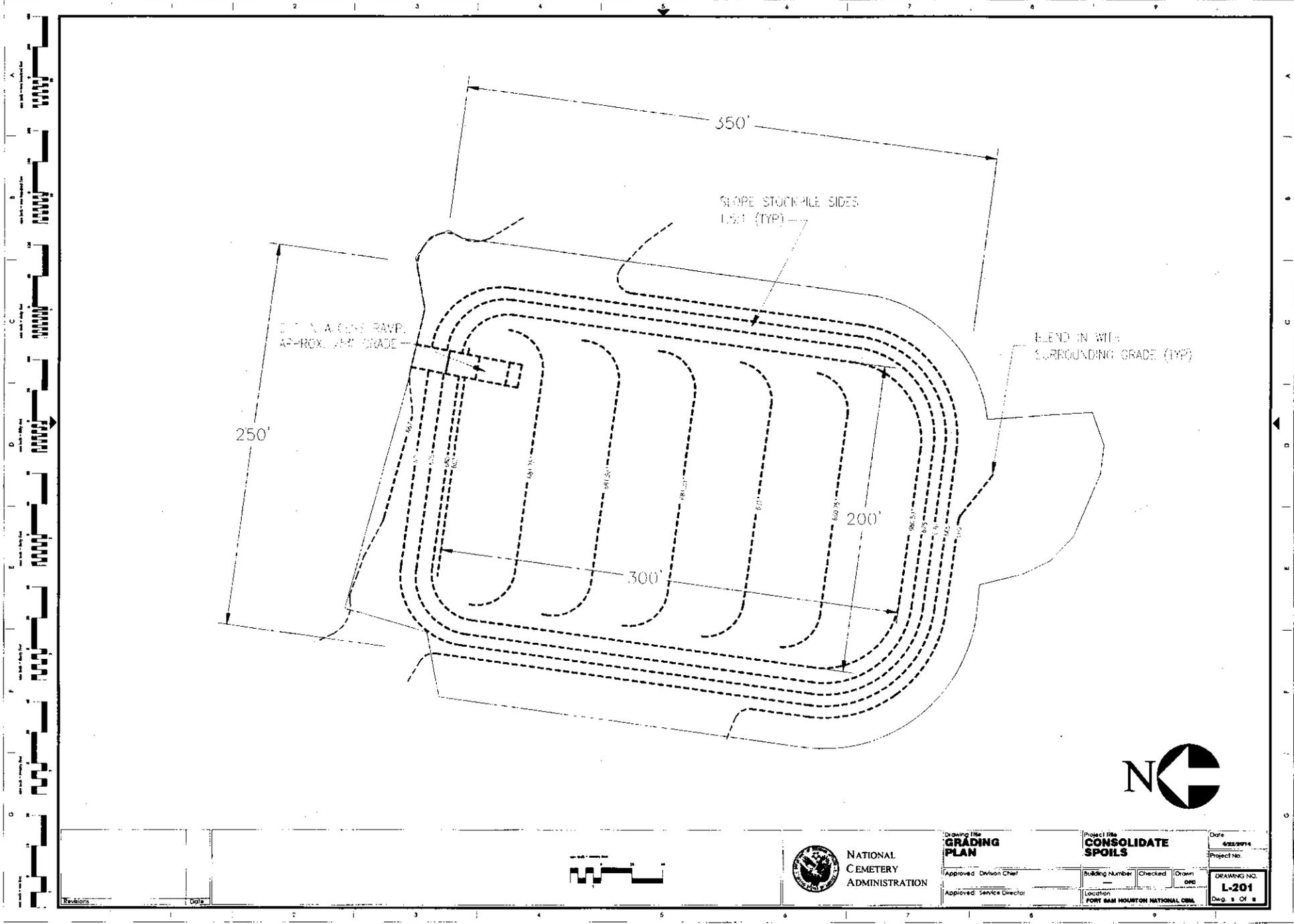
GENERAL NOTE:

1. CONTRACTOR SHALL MAINTAIN RECORDS OF ALL MATERIALS USED IN THE WORK AND SHALL BE RESPONSIBLE FOR THE PROTECTION, STORAGE AND HANDLING OF ALL MATERIALS. CONTRACTOR SHALL MAINTAIN RECORDS OF ALL MATERIALS USED IN THE WORK AND SHALL BE RESPONSIBLE FOR THE PROTECTION, STORAGE AND HANDLING OF ALL MATERIALS.
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6. ALL MATERIALS TO BE USED SHALL BE MAINTAINED IN A CLEAN CONDITION AND NOT FREE OF ALL DIRT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION, STORAGE AND HANDLING OF ALL MATERIALS USED IN THE WORK AND SHALL BE RESPONSIBLE FOR THE PROTECTION, STORAGE AND HANDLING OF ALL MATERIALS.
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Project Title CONSOLIDATE SPOILS		Date 08/28/2014
Drawing No. X-102		Project No.
Building Number	Checked	Drawn
Location	Checked	Site
Project Title	Reviewed	Checked
Approved: Service Director		Checked
Checked The GENERAL NOTES		Checked
Checked The CONSOLIDATE SPOILS		Checked
National Cemetery Administration		Checked



EXISTING CONDITIONS Approved: <input type="checkbox"/> District Chief Approved: <input type="checkbox"/> District Director		CONCRETE SOLIDATE Building Number: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Location: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Date: <input type="text"/>		Project No.: <input type="text"/>	
DRAWING NO. L-102		Sheet CPC	
NATIONAL CEMETERY ADMINISTRATION		PORT WALK HONOLULU NATIONAL CEM.	
Section: <input type="text"/>		Date: <input type="text"/>	



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Revisions	Date

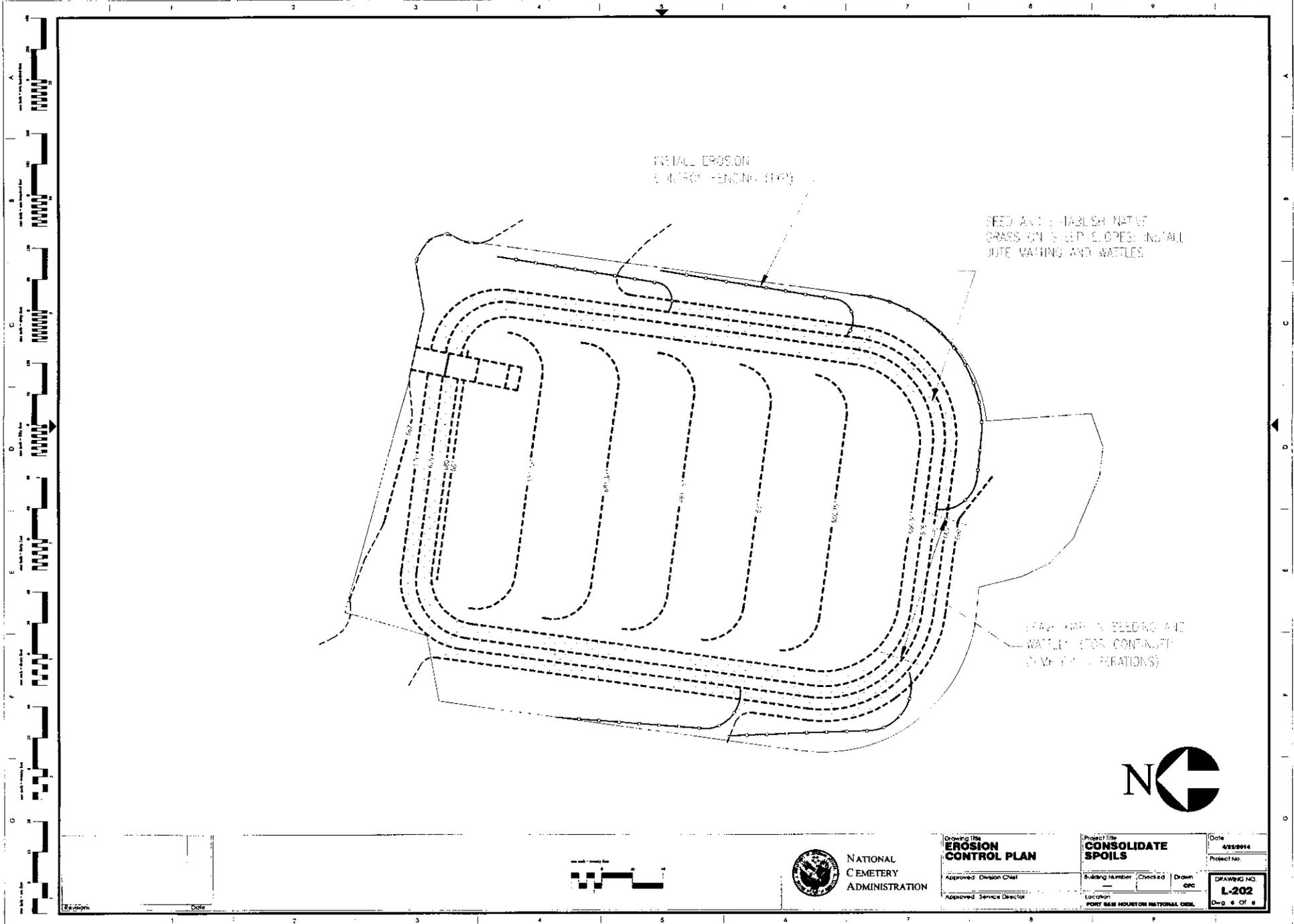


NATIONAL
 CEMETERY
 ADMINISTRATION

Drawing Title
**GRADING
 PLAN**
 Approved: Division Chief
 Approved: Service Director

Project Title
**CONSOLIDATE
 SPOILS**
 Building Number
 Checked
 Drawn
 Location
FORT SAM HOUSTON NATIONAL CEM.

Date
 4/23/2014
 Project No.
 DRAWING NO.
L-201
 Page 3 of 8



NATIONAL
CEMETERY
ADMINISTRATION

Drawing title
**EROSION
CONTROL PLAN**

Approved: Division Chief
Approved: Service Director

Project title
**CONSOLIDATE
SPOILS**

Building Number _____ Checked _____ Drawn: **OPC**
Location
PORT BISH HOUSETON NATIONAL CEM.

Date
4/28/2014
Project No.

DRAWING NO.
L-202
Dwg. 6 Of 8

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

1. **GENERAL SCOPE:** The Contractor shall furnish all labor, supervision, materials, and equipment services to consolidate scattered spoils piles to a central on-site stockpile location within Fort Sam Houston National Cemetery, remove and dispose vegetative debris offsite, and install erosion control measures. Work includes, but not limited to grubbing, rough grading, compaction, seeding, watering, and erosion control. The Fort Sam Houston National Cemetery is located at 1520 Harry Wurzbach Road, San Antonio, TX 78209.

2. **DESCRIPTION OF SERVICES:**
 - a. Contractor shall furnish all equipment, parts, materials, supplies, labor and supervision necessary and incidental to consolidate the existing clean soil spoils piles located near the material laydown area into a single flat-topped pile. The existing piles amount to about 30,000 CY and are spread over approximately 100,000 square feet. The Contractor shall consolidate this soil into an area approximately 350 feet long by 250 feet wide (approximately 2 acres).

 - b. Relocate and stack the material, conforming to the typical sections, lines, and grades shown on the grading plan. The stockpile will be approximately 15 feet high starting on the North side and sloped on all four sides 1.5:1 maximum. The plateau of the stockpile shall be sloped for positive drainage to the South at approximately 0.5%. The Contractor shall cut or build in an equipment ramp inside the area perimeter, graded no more than 25%. The Contractor shall compact the stockpile in layers no greater than 2 feet thick.

 - c. Contractor shall clear and grub the brush and small trees (trunks less than 6 inches diameter), and vegetative debris. All grubbed material shall be removed and disposed of offsite in compliance with State and Local ordinances. All disposal and permit fees shall be paid by the Contractor. Contractor shall log and submit documentation to the Contracting Officer's Representative (COR) for verification of quantity of material removed. All material removed from the Cemetery shall be recorded and disposal tickets provided to the COR. Disposal ticket shall indicate weight (tonnage or cubic yard) and destination address of recycling center or landfill. Roll-off dumpster may be placed within the construction area.

 - d. Contractor shall provide and install seeding for permanent erosion control as indicated on the drawings. Establish a uniform vegetative cover. Furnish seed of the designated species (Douglass King Seed Company native grass seed mix shown below or approved equal), in labeled unopened bags or containers to the COR for approval before planting.

SPECIES* (*Use within 12 mo. from date of analysis)	UNIT	PLANTING RATE/M	TOTAL POUNDS	PERCENT OF MIX
Atascosa Texas Grama	lb	5.00	0.70	11.86%
Chaparral Hairy Grama	lb	2.00	0.40	6.78%
Dilley Slender Grama	lb	5.00	1.00	16.95%
Mariah Hooded Windmillgrass	lb	1.00	0.20	3.39%
Welder Shortspike Windmillgrass	lb	1.00	0.20	3.39%
South Texas Sideoats Grama	lb	5.00	1.00	16.95%
Texoka Buffalograss	lb	5.00	2.00	33.90%
Blue Gramagrass	lb	2.00	0.40	6.78%
			5.90	100.0%

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

Control any existing weeds manually or with post-emergent herbicide (Glyphosate or approved equal) prior to planting. The seed bed soil should be freshly disturbed just prior to planting. Cultivate the area to a depth of 4 in. before placing the seed. Plant the seed specified and jute soil retention blankets (SRB) after the area has been completed to lines and grades as shown on the drawings. Distribute the seed or seed mixture uniformly over the areas shown on the plans using a Brillion type seeder, "whirlwind" type seeder, or preferably a native grass seed drill. Roll the planted area with a light roller or other suitable equipment to cover seed to a depth of no more than 1/4 inch. Roll sloped areas along the contour of the slopes. Use a complete fertilizer containing nitrogen (N), phosphoric acid (P), and potash (K) nutrients. At least 50% of the nitrogen component must be of a slow-release formulation such as urea-based and plastic resin-coated fertilizers. Ensure that fertilizer is in an acceptable condition for distribution in containers labeled with the analysis. Deliver and apply the complete fertilizer uniformly at a rate equal to 100 lb. of nitrogen per acre. Seed and fertilizer may be distributed simultaneously during broadcast seeding operations, provided each component is applied at the specified rate. Provide and install soil retention blankets (SRB) as shown on the plans. Place the SRB within 24 hours after the seeding. Installation includes the repair of ruts, reseeding, and the removal of rocks, clods, and other foreign materials which may prevent contact of the blanket with the soil.

- e. Contractor shall furnish and operate equipment to distribute water at a uniform and controllable rate. Water the seeded areas area daily and as required to ensure complete and satisfactory seed establishment, approximately 30 days, but up to 45 days. Apply water at a moderate rate so as not to dislodge the seed but enough to keep the ground moist; ensure that watering does not erode soil or plantings. Soil shall be kept moist at all times to maintain moist soil to a depth of at least 1/2 inch. The Contractor may obtain water from the Government at no cost for purposes of this Contract only. Water may be obtained either directly from the irrigation pond as shown on the drawings, by tapping into a pressurized 4-inch water main, or by utilizing the nearest fire hydrant. The Contractor, in a workmanlike manner satisfactory to the COR, shall be responsible for installing temporary connections to the Cemetery water supply in accordance with regulations.
- f. Contractor shall install the following erosion and sediment control best management practices:
 - i. Install three rows of 8-inch diameter fiber rolls (straw wattles) with 100% biodegradable wrap along the contours of the stockpile sides, spaced equidistant perpendicular to the slope with a slight downward angle at the end of each row. Install the first row 4 feet from the top of the slope and the last row 4 feet from the toe of the slope. Install rolls in shallow trenches dug 3 to 5 inches and stake rolls using 24-inch wood stakes spaced every 4 feet.
 - ii. Provide and install woven geo-textile fabric as indicated on the drawings to intercept sediment from sheet flow. Secure the fencing using either steel or wooden posts driven at least 18 inches into the ground, spaced every 6 to 7 feet on straight sections and every three to four feet on curved sections, and installed on a slight angle toward the run-off source. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot. Install fence fabric by either static slicing at least 12 inches or trenching at least 6 inches. If

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

trenching, dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill and compact soil on both sides of fence fabric by hand-tamping. Attach fabric to wooden posts with staples in at least 4 places equally spaced, or to steel posts using three 50-pound test strength plastic ties per post, located in the top 8 inches of the fabric, with each tie hung on a post nipple, placed diagonally. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

- iii. Immediately correct ineffective control measures. Implement additional controls as directed. Maintain proper slopes and drainage of the site to prevent ponding on the site and soil erosion/runoff into other areas of the Cemetery after soil is removed.
- g. Contractor shall maintain site access to the Contractor Staging Area for use by the Cemetery and other contractors.
- h. Prior to submission of any bid, the Contractor shall perform a thorough field survey of the existing site conditions and features. Verify at project site the exact size, clearances of all existing spoils. Any site conditions which may cause significant deviation from the site plan shall be brought to the attention of the COR for clarification prior to submission of the bid. The Government will not be responsible for any failure by the Contractor to confirm existing site conditions prior to bid submission.

3. TIME OF COMPLETION:

The project shall be completed within 30 calendar days after contract Notice to Proceed.

4. CODE COMPLIANCE:

All work shall be performed in accordance with the specifications. It shall be the Contractor's responsibility to comply with all the applicable local, state and federal laws and regulations. The Contractor shall apply and obtain all applicable permits to comply with local, State and Federal regulations and requirements. The Contractor shall remove and dispose of all waste materials and construction debris and comply with all applicable local, State and Federal regulations and requirements. All waste materials and debris specified shall be removed from the Cemetery grounds by the Contractor at its own expenses, including all applicable permits and fees.

5. WARRANTY:

The Contractor shall guarantee that all work done under this contract shall be free from defaults and no faulty materials or workmanship with one (1) year warranty or extended manufacturer's warranty. The Contractor hereby agrees to repair or replace deficiencies within the specified time frame by the direction of the CO at Contractor's own expense and shall be corrected to the satisfaction of the Government.

6. AVAILABILITY/CONSTRAINTS OF THE SITE:

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

See attachment "*Fort Sam Houston National Cemetery - Additional Information and Requirements.*"

7. SUBMITTALS AFTER AWARD:

Submit samples, cut sheets, and shop drawings to the COR for review and approval.

8. PLANS AND DETAILS:

L-101, Overview Site Plan;

L-102, Existing Conditions;

L-201, Grading Plan;

L-202, Erosion Control Plan;

9. POC: The Contracting Officer's Representative (COR) for this project is: Jerry Hamilton.

10. Project completion: Upon completion of contract, deliver work complete and undamaged. Existing work (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work

END OF SCOPE OF WORK

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

GENERAL REQUIREMENTS

1. SAFETY AND ENVIRONMENTAL PROTECTION

- a. The Contractor shall be responsible to ensure all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. The Contractor shall assume sole responsibility for safety of all persons on or about the construction site, in accordance with applicable laws and codes. Guard all hazards in accordance with the safety provisions of the latest manual of accident prevention published by the Associated General Contractors of America and OSHA.
- b. Matters related to safety, and any actions of the Contractor shall meet all safety requirements, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.
- c. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area.
- d. Furthermore, the contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, erosion and sediment control, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- e. Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.

2. PERSONNEL SAFETY AND FIRE SAFETY

- a. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.
- b. Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.
 - i. National Fire Protection Association (NFPA):
 - (1) Standard for Portable Fire Extinguishers
 - (2) Flammable and Combustible Liquids Code
 - ii. Occupational Safety and Health Administration (OSHA)
 - (1) 29 CFR 1926, Occupational Safety and Health Administration (OSHA) Regulations for Construction

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

- (2) 29 CFR 1910, OSHA Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
- c. Means of Egress: Do not block exits for occupied buildings, including paths from exits to roads. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
 - d. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
 - e. Flammable and Combustible Liquids: No flammable and combustible liquids shall be stored within the cemetery property. [Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.]
 - f. Smoking: Smoking is prohibited except in designated smoking rest areas approved by the COR.

3. OPERATIONS AND STORAGE AREAS

- a. The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways as authorized by the COR or Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- b. Execute work in such a manner as to interfere as little as possible with work being done by others. To minimize interference with flow of Cemetery traffic, keep roads, walks and entrances to grounds, parking and occupied areas of buildings clear of materials, debris and standing equipment/vehicles at all times. At least one lane must be open to traffic at all times.
- c. Coordination of work with COR or authorized designee: The burial activities at a National Cemetery will take precedence over all other activities. The Contractor shall cooperate and coordinate with the COR or authorized designee, in arranging schedule to cause the least possible interference with Cemetery activities in actual burial areas. Work noise during the interment services shall not disturb the service. Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COR will identify the designated area. The COR or his/her representative shall furnish the Contractor with a schedule of all interments and/or ceremonies no later than the close of business of the day prior to the scheduled interment, and a minimum of three (3) days before any ceremonial events.

4. DISPOSAL AND RETENTION

- a. Contractors shall be responsible for cleaning cemetery structures and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall clean the paved portion of the haul route with a street sweeper each day as needed to keep the existing roads free from dirt

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

and mud resulting from Contractor operations. The Contractor shall bear all costs associated with washing and cleaning.

- b. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act (RCRA) and all other applicable Federal, State, and Local law and regulations. No on-installation storage or disposal of hazardous waste is allowed.

5. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- a. Damage to Government property: The Contractor (including his or her employees, subcontractors, consultants or the like) shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc, which are chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the COR prior to repair, replacement, or installation. Contractor shall be responsible for damages to utilities, above and below ground.
- b. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and which do not unreasonably interfere with the work required under this contract.
- c. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- d. All utilities required for the continuous operation of all existing facilities shall be maintained in service at all times except when disruptions are needed. The Contractor shall inform the Cemetery Director and the Contracting Officer (CO) in writing for such disruptions and obtain approval from the CO in writing at least 2 weeks prior to such need. When option exists, implement options to minimize interruption of services to the facilities.

6. TEMPORARY TOILETS

The Contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COR approved "Contractor Staging Area" only. It will not be permissible to locate portable toilet facilities in any other locations throughout the Cemetery. Use of the permanent Cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract. All connections and appliances connected therewith shall be removed prior to completion of contract, and premises left perfectly clean.

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

7. AVAILABILITY AND USE OF UTILITY SERVICES

- a. **WATER:** Water will only be made available via Contractor connection to existing Cemetery water system in existing locations where connection is available, and for purposes of this contract only. The Contractor at Contractor's expense and in a workmanlike manner satisfactory to the COR shall be responsible for installing and maintaining temporary connections to the cemetery water supply in accordance with regulations. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained. In locations where Cemetery water system is not readily available, the Contractor shall provide and utilize portable water tanks and/or water trucks as necessary to transport water to areas where needed in order to complete the work required by this contract.
- b. **ELECTRICITY:** In case the Contractor requires electricity while in performance of this contract, the Contractor shall provide and utilize portable generators as necessary to complete the work.

8. HISTORIC PRESERVATION

Where the contractor or any of the contractor's employees, prior to, or during the construction work, area advised of or discover any possible archeological, historical and/or cultural resources, the contractor shall immediately notify the COR verbally, and then with a written follow up.

9. WORK PERFORMED BY OTHERS ON SITE

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it shall be provided by the COR. The Contractor Superintendent shall be responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor Superintendent shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR to resolve the issue.

10. REPORTING AND RECORD KEEPING

- a. The Contractor Superintendent or his designee shall provide the COR the following documentation:
 - (1) The Contractor Superintendent shall provide weekly an accurate written report identifying all work that took place within the previous seven calendar days.
- b. A list of scheduled ceremonies will be provided to the Contractor Superintendent the week prior to the scheduled events, and a list of scheduled funerals will be provided daily. The Contractor Superintendent shall be solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor shall be solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR.

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

- c. The Contractor's performance and progress on this contract shall be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes the weekly work scheduled and as needed to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work is behind schedule, he will notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.

11. SUPERVISION

- a. Contractor Superintendent: A competent and experienced English-speaking Contractor Superintendent, Foreman, or responsible employee shall be provided by the Contractor whenever work is being performed. This person, if not on the Cemetery grounds when work is being performed, shall be recallable by the COR back to the Cemetery within one hour of notification. This Contractor representative (Superintendent, Foreman, or responsible Contractor employee) shall ensure all specifications are being met, ensure work is being accomplished in an expeditious manner without undue delay, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- b. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interests of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action will be referred to the Contracting Officer (CO) for final resolution; however, the Contractor will first immediately comply with COR direction pending any CO final resolution at a later time or date. The Contractor will not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the Contracting Officer.

12. EMPLOYEE REQUIREMENTS

- a. The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.
- b. Labor Force and Equipment: The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Contractor shall be responsible to provide at no additional costs, labor and equipment as necessary to meet deadlines. The Contractor shall use any additional resources necessary to meet or return to specified work requirements after special events and/or services. The Contractor shall determine the number of employees and the amount and kinds of equipment needed during the period of performance.
- c. Employee Listing: The Contractor shall maintain and provide the COR a current list of all employees on site including subcontractor personnel. The list shall include the employee's name, job title, date of birth, social security number, and address.

SCOPE OF WORK

CONSOLIDATE AND STOCKPILE SPOILS & EROSION CONTROL FORT SAM HOUSTON NATIONAL CEMETERY, SAN ANTONIO, TX 78209

- d. Contractor personnel shall park only in the COR approved "Contractor Staging Area" identified for this project. Workers are not allowed to park throughout the cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
- e. The Contractor shall be responsible to ensure that his/her employees (including contractor's consultants, subcontractors, etc.) are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.
- f. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

13. STANDARDS OF EMPLOYEE CONDUCT

The National Cemetery Administration honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation. National Cemeteries are national shrines. The standards of work, appearance, and procedures performed by the contractor at this cemetery shall reflect this nation's concern for those interred there. Due to the sensitive mission of the Cemetery, contractor personnel must exercise and exhibit absolute decorum, composure, and stability at all times.

Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 901.

- a. Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
- b. Behavior and language must be appropriate, reverent, and respectful at all times.
- c. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
- d. Use of intoxicating beverages and illegal drugs on the Cemetery premises is strictly prohibited. Smoking and use of tobacco products shall be confined to a single approved smoking area.
- e. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.

14. ORIENTATION FOR CONTRACTOR EMPLOYEES

The contractor shall be responsible to ensure that contractor employees coming to the work site will receive complete information on each of these subjects:

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- Safety, Environmental Protection, and Fire Safety
- Project Work Schedule, Rules Pertaining To Employee Requirements and Conduct
- General Parameter Job Related Issues
- Disaster procedures
- All technical requirements and work procedures of the contract

15. WORK HOURS

- a. Work may be performed between the hours of 8:00 a.m. to 4:30 p.m. local time, Monday through Friday except observed Federal Holidays or unless otherwise directed by the COR. At Contractor request and with the written permission of the COR, work may also be permitted to be scheduled for weekends and/or Holidays. When emergency situations that are caused by the Contractor or severe adverse weather prohibit work during the week, then the contractor shall make arrangements with the COR to work on weekends in order to meet the period of performance. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified period of performance.
- b. Contractor shall provide name/telephone number(s) for Project Manager (Home Office), Superintendent, and/or Foreman, including normal and after hours contact numbers, cell and fax numbers. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the COR and the Cemetery Director. In the absence of the COR and the Cemetery Director, the Contractor shall contact the local police.
- c. Federal Holidays. The Federal Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, no work will be permitted during Memorial Day weekend activities.

16. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the commencement of work. The contractor shall provide the Contracting Officer copies of these required documents with his/her proposal or as other times where the COR deems necessary during the duration of the project.

17. CONTRACTOR-FURNISHED ITEMS

- a. The Contractor shall be responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.
- b. The Contractor shall be responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period

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of performance of this contract. No contractor equipment maintenance repairs of any kind can be done on cemetery property without the COR(s) approval.

- c. The Contractor shall be responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- d. Only Contractor equipment and supplies (property) required to perform work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. No personal property, equipment, or vehicles shall be stored on the cemetery premises.
- e. The Contractor shall be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.

18. GOVERNMENT'S RESPONSIBILITIES

- a. Upon award of the contract, the Government will inform the Contractor prior to commencing the work, of any known damages to the cemetery grounds, headstones/markers or any other areas that the Contractor is unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the cemetery grounds by the Contracting Officer, the COR, and Contractor shall be scheduled to occur.
- b. The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Utilities will be provided as defined in "AVAILABILITY AND USE OF UTILITY SERVICES".
- c. The Government will not furnish a storage building at the Cemetery site for use by the Contractor to store supplies and equipment. However, the Government may provide an area designated for the Contractor's use. The Contractor can establish facilities to include but not limited to office site, covered storage, portable toilet facilities, etc. on or in the designated area after such facilities are approved by the COR and Contracting Officer (CO). The Government will not be responsible for any damage to or loss of the Contractor's equipment and supplies stored on the Government's premises. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment.
- d. The Government shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.

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SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1 through Attachment 2

Attachment 1 Haul Route

Attachment 2 Plans and Drawings (set)

